

FILED: QUEENS COUNTY CLERK 02/08/2020 12:05 AM

INDEX NO. 702221/2020

NYSCEF DOC. NO. 7

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AGREEMENT

This Agreement, dated and effective as of November 21, 2018 (the "Agreement"), by and between 25-16 37 Ave Owners LLC, with an address of 38 West 32nd Street, Suite 1600, New York, NY 10001 ("Developer" or "Licensee") and Salvador Rivera, with an address of 37-18 27th Street, Queens, NY 11101 ("Owner" or "Licensor").

WITNESSETH

WHEREAS, due to certain damages that have been incurred by Owner as result of the Developer's work, the construction of the New Building has been stopped by the New York City Department of Buildings ("DOB");

WHEREAS, the DOB has required the Developer to do certain work at the Owner's Property in order to stabilize the Owner's Property;

WHEREAS, in an attempt to stabilize the Owner's Property, the Developer is seeking to perform certain grouting work within Owner's Property ("Work");

WHEREAS, Developer has obtained approval from the DOB for the grouting Work (the "Plans");

WHEREAS, Developer, in order to expedite and facilitate the Work, has agreed to lease two (2) apartments at 36-42 Crescent Street, Long Island City, NY 11106 ("Apartments") on behalf of the Owner. A copy of the leases for the Apartments are annexed hereto as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

NOW, THEREFORE, in consideration of the above-recitals and mutual covenants, representations and agreements contained herein, Licensee and the Licensor hereby agree as follows:

1. **RECITALS**. The above recitals are hereby incorporated and made a part of this Agreement.

2. **APARTMENTS**

A. Developer hereby agrees to the following with respect to the Apartments:

1) Developer shall pay all rental costs associated with the Apartments;

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- 2) Developer shall be required to pay the rental costs for the Apartments on a month-to-month basis until such time as (i) the Work has been completed; (ii) the DOB, the Developer's Engineer and the Owner's Engineer have agreed that the Owner's home has been stabilized and is able to be re-occupied after completion of the Work (iii) Con-Ed has determined that it is safe to re-provide gas service to Owner's property; (iv) Con-Ed re-provides gas-service to Owner's property; and (v) any and all necessary repairs are performed by the Developer on the gas and hot water system to return it to full operating order as it was prior to Con-Ed disconnecting gas service.
- 3) Developer shall or shall cause its Construction Team to be responsible for obtaining and maintaining all necessary permits and other approvals required by any state, local, municipal or federal authority having jurisdiction over the Owner's property with respect to the commencement of utilities at Owner's property.

B. Owner hereby agrees to the following:

- 1) Owner will expeditiously move into the Apartments upon the signing of this Agreement and being provided the keys to the Apartments;
- 2) Owner hereby agrees that it will pay all Apartments' utilities not covered under the Apartments' lease;
- 3) Owner hereby agrees to make its best efforts to not damage the Apartments beyond normal day-to-day use of the Apartments;
- 4) Owner hereby agrees to no longer occupy the Apartments upon fourteen (14) days written notice provided that all obligations set forth in paragraph 2(A)(2) have been fully complied with by the Developer.

3. MISCELLANEOUS PROVISIONS

- a. This Agreement sets forth the full and complete understanding of the Parties with regard to the Apartments Lease only and does not modify, alter, revise and amend any other agreement entered into between the Parties.
- b. The terms set forth herein may only be changed or modified by written agreement signed by all Parties hereto.
- c. In the event that any provision or provisions herein are determined to be illegal or unenforceable for whatever reasons, such provision or provisions shall be deemed excised from this document and the remaining provisions shall remain in full force and effect as if the excised provisions were never included herein.

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- d. This Agreement shall be binding on the Parties hereto, their successors in interest, assigns, and/or beneficiaries.
- e. This Agreement may be executed in counterparts and fax copies and/or electronically scanned copies of signatures shall have the same effect as original signature.
- f. The individuals executing this Agreement have the full requisite authority to do so on behalf of the respective parties for which they have executed.
- g. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York, without giving effect to its principles of conflict of law. The venue in any action shall be a court of competent jurisdiction located in the State of New York, County of New York.

IN WITNESS WHEREOF, the Parties have entered into this AGREEMENT, on the day and year first above written.

25-16 37 AVE OWNERS LLC

By: 
Name: Shahin C. Anderson
Title: Manager - 25-16 37th Ave Owners LLC

SALVADOR RIVERA

By: 
Name: Salvador Rivera
Title: Owner
37-18 27th STREET